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GRISWOLD EMPLOYMENT
RELATIONS BOARD

MASTER CONTRACT

between

GRISWOLD COMMUNITY SCHOOL DISTRICT #4

and

**GRISWOLD COMMUNITY SCHOOL
NON-CERTIFIED PERSONNEL**

2007 - 2009

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ALL NON-CERTIFIED EMPLOYEES

SECTION I: Leaves, Absences, and Vacations

General Provisions:

1. *Sick Leave* - Any time after the employee has reported for duty, sick leave will be granted.

| | |
|---|---------|
| First year of employment..... | 10 days |
| Second year of employment..... | 11 days |
| Third year of employment..... | 12 days |
| Fourth year of employment..... | 13 days |
| Fifth year of employment | 14 days |
| Sixth year and each year thereafter | 15 days |

Unused days of sick leave are cumulative up to a maximum of 105 days. An employee will be charged for one-half (1/2) day sick leave if the employee takes any time off before noon or any time off after noon. Part-time employees' pay shall be prorated on the basis of the usual hours worked.

2. *Family Illness - Bereavement Leaves* - Seven (7) days leave (non-accumulative) shall be granted each year for such things as family illness: spouse, child(ren), parents, siblings, grandchildren and mother/father in-law. Funerals, and other legal business shall have prior approval by the administration. After seven (7) full days of such leave in any one year, full deduction shall be made. All such leave must receive the prior approval of the immediate supervisor. Twelve month employees shall have eight (8) days of this leave. (Custodians and bus mechanic.)
3. *Maternity* - When a member of the non-certified personnel is pregnant, she shall confer with the Administrator in charge and arrange a suitable time to take leave of absence. Sick leave may be used. No set time is required so long as her efficiency in performance of her duty is not impaired. The Administration may request a statement from her physician stating that she is physically capable of continuing to perform or return to her duties.
4. *Jury Duty* - In the absence of extraordinary circumstances, non-certificated personnel in the school system shall be excused for jury duty. In order that no one shall suffer financial loss because of such absence, the difference between their normal salary and the compensation for jury duty shall be paid.
5. *Absence Without Pay* - Absence without pay may be authorized by the Superintendent or his/her appointed subordinate for the purposes which he/she considers urgent and necessary. For such absences deductions from the employee's salary will be made in accordance with the school district's pay deduction regulations.

Involuntary absence not heretofore provided for may be excused by the Superintendent. The employee shall make applications to the Superintendent immediately for excuse for such absence, and deductions in salary shall be made unless deductions be specifically waived by the Superintendent.

Other absences than those herein provided for, or failure to follow the foregoing regulations, may be deemed to be neglect of duty and may be sufficient grounds for dismissal.

6. *Personal Day* - One (1) day of personal leave shall be granted, to take care of matters not covered in the above provision. A second personal day will be earned if a total of three (3) or less personal day or sick days (in any combination) were used the previous contract year. However, custodians and the bus mechanic shall be allowed two (2) days of personal leave per year. A third personal day will be earned if a total of four (4) or less personal or sick days (in any combination) were used the previous contract year. Personal leave cannot be used during the first (first 5 days), or last week (last 5 days) of the school year. Also, personal leave *cannot* be used to extend a holiday/vacation at any time.
7. *Vacations* - New 12 month employees shall have their first year vacation prorated at .83 days per month (equal to two weeks [10 days]). Employees with 1+9 years experience will receive 3 weeks (15 days) of vacation. Employees with 10+ years will receive 4 weeks (20 days) of vacation. Beginning July 1, 2003 vacation days for twelve month employees cannot be accrued.

SECTION II: Transfers and Assignments

Transfer shall be defined as a movement to another building. Employees may apply for transfers to other buildings as vacancies arise. Administration will have final decision, but length of service should be a consideration.

SECTION III: Probationary Status

1. All new employees will have a 60 day probationary period. During this time a non-certified employee may accumulate leave and benefits but may not access them until the probationary period has been completed. After the 60 days, pay rate and hour of employment may be evaluated. Any leave taken during the probationary period will be treated as a payroll deduction.

SECTION IV: Contract Termination

1. *Resignation* - Resignations shall be in writing signed by the resigning party and directed to the Superintendent of Schools and referred by him/her to the Board of Directors with his/her recommendation.

The Board recognizes that there are some circumstances which force an employee to request a release from a contract before the expiration date of the contract; therefore, personnel will be released from their contract on fourteen calendar days notice.

2. *Dismissal* - The Superintendent of Schools or his/her delegated subordinate has the authority to suspend the services of any non-certified employee. At the next following meeting by the Board of Directors, action shall be taken by the Board as to whether or not the employee shall be reinstated or dismissed. The employee shall have the right to a hearing before the Board if he/she so desires.

SECTION V: Community Assistance Program

The non-certified employees have the opportunity to support the Community Assistance Program with at \$2.00 deduction monthly from their checks.

INSURANCE

SECTION I: Health Insurance

- A. The Griswold Community School District agrees to pay \$149 in partial payment of monthly health program premium for the following employees: Food Service Department Head, Assistant Technology Coordinator, Transportation Director, Middle School/High School Secretary, and 12 month Custodians.
- B. The Board-provided insurance program shall be for twelve (12) consecutive months beginning September 1, 2006 and ending August 30, 2007 for Food Service Department Head and Assistant Technology Coordinator; beginning July 1, 2006 and ending June 30, 2007 for Transportation Director, Middle School/High School Secretary, and 12 month Custodians.

HEALTH PROVISIONS

SECTION I: Physical Fitness - New Employee

All new employees are required to provide satisfactory evidence of physical fitness to perform duties assigned and freedom from communicable disease. The employee may select the physician to give the physical examination. The cost of the examination will rest with the employee except as designed by the Board. The Board of Education will determine the form for the reporting of the physical examination. The forms are available in the Superintendent's office. The completed current physical examination report shall be returned to the secretary of the Board of Education within thirty (30) days of the signing of the contract or before the employee's duties begin, whichever comes first. The examination will include a tuberculin test.

SECTION II: Physical Fitness - Continuing Employees (Bus Drivers)

Bus drivers will have a physical examination every two (2) years with the Board paying \$70.00 or the cost of the physical examination, whichever is less. The Board of Education will determine the form for the reporting of the physical examination.

GRIEVANCE PROCEDURES

SECTION I: Definitions:

1. A "grievant" shall mean an employee or groups of employees or the association.
2. "Grievance" shall mean a dispute over the interpretation and application of this agreement.

SECTION II: Representation:

The grievant may be represented at all pre-arbitrations steps of the grievance procedure by him/herself, or, at the employee's option, by a representative selected or approved by the association. When an employee is not represented by the association, the association shall have the right to be present at Step 2 and beyond.

1. Step 1: *Supervisor or Administration Discussion:*

If an employee grievant believes that he/she has a valid grievance, he/she shall discuss such informally with his/her immediate supervisor or administrator within ten (10) school days after the alleged violation occurred. If the grievance is not resolved to the satisfaction of the employee, the employee may proceed to Step 2.

If the grievant is the Association, the grievance process shall begin at Step 2.

2. Step 2: *Superintendent Hearing:*

The grievance shall be submitted, in writing, to the Superintendent, within five (5) school days of the informal discussion. Within five (5) days of the filing of the written grievance, the superintendent or his/her designee shall meet with the grievant for a hearing on the matter. The hearing shall include the superintendent or the superintendent's designee, the grievant, and the parties representatives, if any. Witnesses for the parties shall also be present for the period of time they are presenting testimony. If the grievance involves the superintendent of schools, the School Board President and one other school board member shall hear the matter.

Upon conclusion of the hearing, the superintendent or superintendent's designee shall, within ten (10) days issue his/her decision in writing. Such decision shall include the superintendent or superintendent's designee's supporting rationale. A copy of said decision shall be supplied to the grievant and the association.

If the superintendent does not timely schedule a hearing, if a timely decision is not rendered, or if the grievant desires to appeal the decision of the superintendent, he/she/it may proceed to Step 3.

3. Step 3: *Binding Arbitration:*

After completing the provisions of Steps 1 and 2 above. The grievant may proceed to binding arbitration by filing a written request for such with the superintendent of schools within ten (10) days of the receipt of the superintendent or superintendent's designee decision.

The filing of a request for binding arbitration shall be made only with the approval of the Association and, in the case of an employee grievance, only with the approval of the employee.

Unless otherwise agreed to by the parties or unless ordered by the arbitrator selected herein below, the hearing for such arbitration shall be conducted within thirty (30) days of the employees filing of a request for binding arbitration. A written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of five arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the first right to remove a name shall do so. The other party shall remove one of the remaining names. This process shall then be repeated until only one (1) name remains on the list. The person whose name remains shall be the arbitrator. Arbitration sessions shall be conducted outside the working day.

The arbitrator selected will confer with the representatives of the associations and the employer. Hold a hearing promptly, and issue a written decision. The arbitrator's decision shall be issued not later than thirty (30) calendar days from the close of the hearing. The arbitrator's decision shall be in writing and shall be set forth findings of act, reasoning, and conclusions on the issues submitted. Said arbitrator's in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. Both parties agree the award of the arbitrator shall be final and binding.

Representation:

The parties to the grievance shall have the right to be represented by legal counsel or other representative of the choosing at all stages of the grievance process. The Association shall have the right to be presented at all stages of the grievance process. If the Association is not the grievant, the grievant shall be responsible for timely notifying the Association.

SECTION III: Arbitration Costs

The costs for the services of the arbitrator (including per diem fees, travel and other expenses) and the cost of any hearing room shall be borne equally by the Board and the Association. The Association and the Griswold Community School District shall pay their respective preparation fees.

AMENDED DEPARTMENTAL PROVISIONS

2007 - 2009

SECTION I: Bus Drivers

- A. Forty-seven cents (\$.47) per hour increase for the 2007-08 contract year.
- B. Bus driver's field trip time to \$8.00/hour with a minimum of \$16.00 per trip.
- C. The board shall pay \$32.00 or the actual cost of the CDL, whichever is less, for the drivers that acquire that CDL during the duration of this contract. The board shall pay the \$10.00 for an "S" endorsement on the license.
- D. Bus drivers shall be compensated at 50% of their hourly wage for mandatory training. *This mandatory training shall have approval of the superintendent prior to the training.* The salary paid shall be only for the actual time in training and shall *not* include travel time or other expenses.
- E. Activity route pay. Lewis route rate will be 1/2 of the hourly rate. Lyman, Grant, Elliott will be the hourly rate for bus drivers.
- F. All non-certified employees will be required to attend the all staff in-service at the beginning of the school year. Employees will be compensated for this time, unless this is part of their regular work day.

SECTION II: Custodians and Mechanic

- A. Forty-seven cents (\$.47) per hour increase for the 2007-08 contract year.
- B. Friday, following Thanksgiving Day is holiday.
- C. Christmas Eve Day; work half-day, paid holiday half-day.
- D. Substitute custodians shall be paid \$8.00 per hour.
- E. All non-certified employees will be required to attend the all staff in-service at the beginning of the school year. Employees will be compensated for this time, unless this is part of their regular work day.

SECTION III: School Food Service Employees

- A. Forty-seven cents (\$.47) per hour increase for the 2007-08 contract year.
- B. Cooks shall be paid regular hourly wage for time actually spent in kitchen working prior to cancellation of school.
- C. Contract of the "Head Cook" will have two (2) additional hours per week for paper work beginning in 1993-94. The "Head Cook" will be paid for three (3) total hours over the summer to review bid sheets and meet with vendors.
- D. Substitute cooks shall be paid \$8.00 per hour.
- E. Cooks shall be compensated at 50% of their hourly wage for mandatory training. *This mandatory training shall have approval of the superintendent prior to the training.* The salary paid shall be only for the actual time in training and shall *not* include travel time or other expenses.
- F. All non-certified employees will be required to attend the all staff in-service at the beginning of the school year. Employees will be compensated for this time, unless this is part of their regular work day.

SECTION IV: Secretarial Personnel

- A. Forty-seven cents (\$.47) per hour increase for the 2007-08 contract year.
- B. Principal's will work with secretaries to more closely define responsibilities with students who have detention or are removed from class.
- C. Substitute secretaries shall be paid \$8.00 per hour.
- D. All non-certified employees will be required to attend the all staff in-service at the beginning of the school year. Employees will be compensated for this time, unless this is part of their regular work day.

SECTION V: Paraprofessionals

- A. Forty-seven cents (\$.47) per hour increase for the 2007-08 contract year.
- B. Substitute paraprofessionals shall be paid \$8.00 per hour.
- C. All non-certified employees will be required to attend the all staff in-service at the beginning of the school year. Employees will be compensated for this time, unless this is part of their regular work day.

SECTION VI: Assistant Technology Coordinator

- A. Forty-seven cents (\$.47) per hour increase for the 2007-08 contract year.
- B. Substitutes will be paid \$8.00 per hour.
- C. All non-certified employees will be required to attend the all staff in-service at the beginning of the school year. Employees will be compensated for this time, unless this is part of their regular work day.

WAGES / SALARIES

SECTION I: Adjustments

The negotiation process shall consist of the following steps:

1. Negotiate the total dollars (\$40,863)

| <u>Position</u> | <u>Yearly Wage</u> | <u>FICA/IPERS</u> | <u>Health/LTD</u> | |
|-------------------------------|--------------------|-------------------|-------------------|-----------|
| Secretary | 81,213 | 10,883 | 184 | |
| Cooks | 110,977 | 14,871 | 252 | |
| Paras | 179,585 | 24,064 | 408 | |
| Asst. Tech. Coordinator | 25,200 | 3,377 | 1,773 | |
| Custodians | 175,584 | 23,529 | 5,547 | |
| Bus Mechanic | 39,524 | 5,296 | 0 | |
| Bus Drivers | 121,599 | 16,294 | 0 | |
| TOTAL: | ===== | ===== | ===== | |
| 4.8% | 733,682 | 98,314 | 8,164 | = 840,160 |

2. Negotiate insurance (health) contributions of the Board of Education. (272)
3. Negotiate fringe benefits (FICA/IPERS, LTD). (\$5,679)
4. Negotiate benefits (leaves and others). (3,000)
5. Negotiate equal distribution of money to all departments (31,912. or \$.47)

SECTION II: Adjustments/ Year 2

The process will consist of the following steps:

1. A 4% total package increase is agreed for the second year and is to be reopened if allowable growth is larger.
2. Calculation of the new dollars available and/or the 4% total package increase will be done in February of year two.
3. The process will be similar to Section I.

DURATION PERIOD

This agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2009. The salary and fringe benefits provision shall become effective at the beginning of the first pay period of the 2007-08 contract year.

This agreement shall automatically continue in force and effect for equivalent period, except as it may be amended, modified, or substituted during future collective bargaining.

Negotiations are to be reopened if we are notified of a cutback in funds or if additional funds are received from the state.

FINALITY AND EFFECT ON AGREEMENT

It is hereby agreed that the above DEPARTMENTAL PROVISIONS will supersede all others for the 2006-2007 CONTRACT AGREEMENT. It is also understood that the signing of this schedule will close the contract negotiations.

Maane Scott Anderson 4/17/07
Association President
Griswold Community School
Non-Certified Personnel Association

Chere A. Miner 3-19-07
Board President
Griswold Community School District #4

Daniel Wallace 4/17/07
Chief Negotiator
Griswold Community School
Non-Certified Personnel Association

Darwin Lehmann 3-19-07
Chief Negotiator
Griswold Community School District #4